

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION**

NARA UCH

CIVIL ACTION NO: 6:21-cv-3265

VERSUS

JUDGE:

**SUNBELT RENTALS, INC.
and CH STEEL SOLUTIONS, INC.**

MAG. JUDGE:

COMPLAINT

Plaintiff, **NARA UCH**, files this Complaint to request this Honorable Court to award him all relief to which he is entitled for mental and physical injuries he sustained on January 6, 2021 in an industrial accident in Broussard, Louisiana. In support of his claims, Plaintiff submits the following allegations, which are based on the best of his knowledge, information, and belief:

I. Parties

1.

Plaintiff, **NARA UCH**, is an adult male of the full age of majority who is domiciled in the City of Odessa, Pasco County, State of Florida.

2.

Made Defendants herein are:

- a. **SUNBELT RENTALS, INC.** (hereinafter referred to as “SUNBELT”), a North Carolina corporation with its principal business office located in Fort Mills, South Carolina. SUNBELT is licensed to do and doing business in Louisiana and maintains significant contacts within the Western District of Louisiana;

- b. **CH STEEL SOLUTIONS, INC.** (hereinafter referred to as “CH STEEL”), is a Delaware corporation with its principal place of business located at 4672 Heather Hills Road, Akron, Ohio 44333.

II. Background

3.

CH STEEL designs, sells, installs and/or oversees the installation of large-scale industrial racking/shelving to various commercial customers throughout the United States, including within the State of Louisiana.

4.

SUNBELT rents industrial equipment, including industrial forklifts, to various customers throughout the United States, including within the State of Louisiana.

5.

Prior to the incident made basis of this lawsuit, Phoenix Metals purchased a set of large industrial-size cantilever shelving/racking system from **CH STEEL** which was to be installed at Phoenix Metals’ facility in Broussard, Louisiana.

5.

CH STEEL engaged the services of Loughrea Associates (hereinafter referred to as “Loughrea”) to dismantle and remove the old racking system and to install the new racking system.

6.

NARA UCH, an employee of Loughrea, was participating in the dismantling and removal of the previous racking system and to assist in the installation of the new racking system at the Phoenix Metals facility.

7.

SUNBELT provided a forklift to the Loughrea team in order to do the job.

8.

On the morning of January 5, 2021, a bearing broke on the **SUNBELT** forklift.

9.

By January 6, 2021, **SUNBELT** was unable to fix the broken forklift or provide a similar size replacement forklift to the Loughrea team, so it delivered a replacement forklift to the job site which was shorter than the forklift which had broken on the day prior

10.

SUNBELT knew a taller forklift was needed to safely do the job but did not provide one or advise the Loughrea team of the deficiency.

11.

CH STEEL and **SUNBELT** allowed the job to proceed using the smaller forklift despite knowing that a taller, larger, and/or difference forklift was needed to safely do the job.

12.

SUNBELT and **CH STEEL** knew or should have known that the Loughrea team, including **NARA UCH**, did not possess the requisite industrial forklift safety training and/or qualifications necessary or required to safely operate the **SUNBELT** forklift provided to complete the job.

13.

During the afternoon of January 6, 2021, **NARA UCH** was operating the **SUNBELT** forklift when the racking system that he and the Loughrea team were attempting to dismantle collapsed and fell on the forklift he was operating causing serious traumatic injury.

III. Claims

14.

SUNBELT and **CH STEEL** owed the following duties to the Loughrea team, including **NARA UCH**:

- a. To provide a forklift that was appropriate and adequate for the safe completion of the job for which they knew it was being used;
- b. To ensure that the forklift was safe and adequate for the job being performed prior to allowing/authorizing **NARA UCH** to use it for the specific purpose;
- c. To ensure that **NARA UCH** was properly and/or legally trained for the use of the forklift provided;
- d. To provide a safe place for the performance of the task at hand; and
- e. Any and all other duties applicable under the law, developed in discovery, and/or established at the time of trial.

15.

CH STEEL and **SUNBELT** breached their aforementioned duties to **NARA UCH** because of their substandard conduct, fault, negligence, imprudence, and/or fault.

16.

CH STEEL and **SUNBELT'S** breach of owed duties to **NARA UCH** was the legal cause of **NARA UCH'S** damages.

17.

The risk of harm to **NARA UCH** was foreseeable when **CH STEEL** and **SUNBELT'S** breached their aforementioned duties to **NARA UCH**

18.

CH STEEL and **SUNBELT** are liable and/or answerable to **NARA UCH** because their substandard conduct, fault, negligence, imprudence, and/or other fault caused **NARA UCH'S** injuries and damages alleged herein.

IV. Damages

19.

Due to Defendants' negligence, gross-negligence, recklessness, and/or breach of legal duties, Plaintiff suffered the following special and general damages:

- a. Past physical pain and suffering;
- b. Future physical pain and suffering;
- c. Past mental anguish and/or emotional distress;
- d. Future mental anguish and/or emotional distress;
- e. Past disability and/or impairment;
- f. Future disability and/or impairment;
- g. Past loss of enjoyment of life;
- h. Future loss of enjoyment of life;
- i. Past medical expenses, pharmacy expenses, and any other expenses arising out of medical care resulting from the injuries complained of herein;
- j. Future medical expenses, pharmacy expenses, and any other expenses arising out of medical care resulting from the injuries complained of herein;
- k. Past loss of earnings and/or loss of earning capacity;
- l. Future loss of earnings and/or loss of earning capacity;

- m. Past loss of household services;
- n. Future loss of household services;
- o. Any and all other damages which will be established at the time of trial.

V. Jurisdiction and Venue

20.

This Court has jurisdiction over the subject matter of this action under 28 U.S.C. § 1332. Complete diversity exists in this matter and the amount in controversy exceeds \$75,000.00 exclusive of interest and cost.

21.

Venue is proper in this Court pursuant to 28 U.S.C. § 1391.

VI. Jury Demand

22.

Plaintiff demands a trial by jury.

VII. Prayer for Relief

23.

WHEREFORE, Plaintiff, **NARA UCH**, prays that Defendants, **CH STEEL** and **SUNBELT**, each be served with this Complaint and be cited to answer, and that after due proceedings are had there be judgment herein in **NARA UCH'S** favor and against Defendants, jointly, severally, and in solido, in the full and true sum of an amount of damages, both general and special, as are reasonable in the premises, plus all awardable legal interest thereon from the appropriate date until paid, all costs of these proceedings, and all other just and equitable relief to which he is entitled.

Respectfully Submitted,

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SERVICE INFORMATION:

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Through its registered agent for service in Louisiana:

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